



**COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**  
9150 EAST IMPERIAL HIGHWAY, CALIFORNIA 90242  
(562) 940-2501



**RICHARD SHUMSKY**  
Chief Probation Officer

July 8, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A CONTRACT FOR OPERATION READ PROGRAM  
LITERACY TUTORING CENTER SERVICES TO MINORS FOR  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(3 VOTE; FIFTH SUPERVISORIAL DISTRICT)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached contract with the Asian Youth Center to coordinate and provide literacy tutorial and related services to at-risk youth in a targeted area within the County of Los Angeles, in the amount of \$131,400, to commence following Board approval through June 30, 2005.
2. Instruct the Chair, Board of Supervisors, to sign the attached contract.
3. Delegate authority to the Chief Probation Officer to execute contract modifications not exceeding ten percent (10%) of the contract amount and/or one hundred eighty (180) days to the period of performance pursuant to the terms and conditions in the contracts, upon approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDATION ACTIONS**

The purpose of the recommended actions is to obtain Board approval of a contract with the Asian Youth Center on a sole source basis to continue providing literacy services in the San Gabriel and Antelope Valley areas in the Fifth Supervisorial District. These services are currently being provided under a purchase order. Since the Department

has exhausted its delegated purchasing authority for these services, a sole source contract is recommended for approval.

### **FISCAL IMPACT/FINANCING**

The recommended contract amount of \$131,400 is included in the Probation Department's FY 2004-2005 Budget. Consequently, no additional net County cost is required to fund the recommended contract. In addition, the proposed contract includes provisions for non-appropriation of funds and budget reduction provisions.

### **Implementation of Strategic Plan Goals**

The recommended Board action is consistent with the Countywide Strategic Plan Service Excellence Goal #1 and Children and Families' Well-Being Goal #5. Implementation of the recommendations will enable the Department to continue providing literacy services to youth that will encourage them to make positive changes and take steps towards personal development.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In November 1999, your Board approved the Long-Term Family Self-Sufficiency (LTFSS) Plan which included forty-six (46) projects to assist CalWORKS participants and, in some instances, low-income families not receiving CalWORKs services to achieve long-term self-sufficiency. The Probation Department was the lead agency for Operation READ, Project #25 and, in conjunction with the Department of Public Social Services, was instructed to return to your Board for approval of an implementation plan for the projects involving CalWORKS Performance Incentives funding. On March 7, 2000, your Board approved the LTFSS implementation plans for Operation READ, Project #25. Subsequently, on July 25, 2000, your Board approved ten (10) community based organizations (CBOs) to coordinate and provide literacy tutorial and related services to targeted at-risk youth at Literacy Tutoring Centers (LTCs) in targeted areas within the County of Los Angeles. As a result of budget curtailments, the LTFSS program funding ended on June 30, 2003, resulting in the termination of all the contracts.

On June 23, 2003, your Board approved a motion to fund the Operation READ Program for FY2003/2004 with County general funds. To begin the services immediately and ensure that the program goals were met, the Probation Department proposed that the contracts be awarded on a sole source basis to contractors who held Operation READ contracts and had demonstrated an ability to provide the required services upon contract award. On November 12, 2003, your Board approved four (4) community based organizations (CBOs) to coordinate and provide literacy tutorial and related services to targeted at-risk youth at LTCs in four (4) targeted areas within Los Angeles County.

Since several agencies expressed an interest in providing services in the geographical area covering the Fifth Supervisorial District, a sole source contract was not recommended for award for that area. Instead, a competitive solicitation was done to provide services in the San Gabriel Valley through the purchase order process to expedite the provision of services, with the Probation Department providing additional services utilizing their staff in the Antelope Valley. The purchase order, in the amount of \$58,000, was awarded to the Asian Youth Center who provided services through June 30, 2004.

The FY 2004-2005 Proposed Budget included a curtailment to the Operation READ Program. However, on June 21, 2004 your Board restored the program curtailment.

The scope of work for the contracted services is to provide and coordinate the following services: 1) a Literacy Tutoring Center, 2) provide services at alternative sites such as, housing authorities, designated schools, and parks with an assigned Deputy Probation Officer, 3) tutoring to be conducted on a one-on-one basis, or in a group of up to 10 youth for a minimum of five hours per week; 4) provide daily required services as specified in the contract, and 5) provide services Monday through Friday, after school, or on weekends. The targeted at-risk youth must read at least two grade levels below the standard for their age (10-17.5 years), with priority being given to the older youth who are functioning below the fourth grade level. The scope of work includes coordinating and providing literacy tutorial and related services to targeted at-risk youth who are at home on probation, or who are in-home placement at the LTC in the geographical area covering the Fifth Supervisorial District.

The proposed contract is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements. County Counsel has approved the contract as to form.

These contracts have been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

In accordance with the Chief Administrative Office memorandum dated March 2, 2000, the contract contains County requirements regarding contractor non-responsibility and debarment.

Since this is a sole-source contract, Prop A guidelines are not applicable. Consequently, there are no departmental employee relation issues and the contract will not result in a reduction of County service.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

Probation will not request the contractor to perform services, which exceed the Board approved contract amount, scope of work, and/or contract dates.

In accordance with the recently adopted Employee Jury Service Program, the contract contains County requirements regarding the provision of paid Jury service time for their employees. As required, the proposed contractor has also been instructed to register on Webven.

### **CONTRACTING PROCESS**

In November 2003 the Asian Youth Center was issued a purchase order to provide the required services following a competitive process. The purchase order expired on June 30, 2004, and the Probation Department has exhausted its delegated purchasing authority for these services. Consequently the Probation Department is recommending

The Honorable Board of Supervisors  
July 8, 2004  
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a sole source contract for the required services. The Asian Youth Center has the required staff and resources necessary to immediately provide the required services.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of the recommended actions will result in the continuation of literacy services in the Fifth Supervisorial District. It is requested that the Executive Officer, Board of Supervisors, forward a copy of the executed contract to the following:

County of Los Angeles Probation Department  
9150 E. Imperial Highway, Rm A-66  
Downey, CA 90242  
Attention: Yolanda Young  
Contracts & Grants Mgmt Division

Asian Youth Center  
100 West Clary Avenue  
San Gabriel, CA 91776  
Attention: May L. To

Respectfully submitted,

Richard Shumsky  
Chief Probation Officer

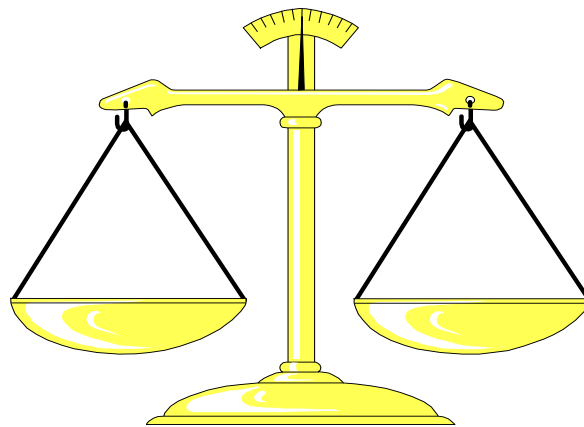
**Attachment**

*L:\CONTRCT\OperationREAD03.04\BLOpREAD\_fnl.doc*

c: Chief Administrative Officer  
County Counsel

**CONTRACT FOR OPERATION READ  
PROGRAM LITERACY TUTORING CENTER  
SERVICES TO MINORS THROUGH THE  
COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**

**ASIAN YOUTH CENTER**



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**CONTRACT FOR THE OPERATION READ PROGRAM LITERACY TUTORING  
CENTER SERVICES TO MINORS THROUGH  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between:

COUNTY OF LOS ANGELES, a body  
Corporate and Politic hereinafter  
referred to as "COUNTY"

and

Asian Youth Center  
100 West Clary Avenue  
San Gabriel, California, 91776-1374  
hereinafter referred to as  
"CONTRACTOR"

### **WITNESSETH**

**WHEREAS**, COUNTY desires to contract with a qualified community-based providers who will provide Literacy Tutoring Centers (LTC) and related services to minors ten (10) to seventeen and one-half (17.5) years of age through the Operation READ Program, a community-based component funded and administered by the County of Los Angeles Probation Department; and

**WHEREAS**, COUNTY is authorized under California Government Code Section 26227 and otherwise to expend money from the General Fund of the COUNTY for programs deemed necessary by the Board of Supervisors to meet the social needs of the COUNTY, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education and the needs of the physically, mentally, and financially handicapped persons; and

**WHEREAS**, CONTRACTOR desires to participate and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide these specialized services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to following:

/

/

### **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to

these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.

- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O are attached to the form a part of this contract. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or

between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following:

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget
- 1.3 EXHIBIT C - Performance Requirements Summary
- 1.4 EXHIBIT D - Performance Requirements Summary Chart
- 1.5 EXHIBIT E - Confidentiality of CORI Information
- 1.6 EXHIBIT F - Employees Acknowledgement of Employer
- 1.7 EXHIBIT G - CONTRACTOR'S EEO Certification
- 1.8 EXHIBIT H - Compliance with Administrative Code Section 2.180.010
- 1.9 EXHIBIT I - County of Los Angeles Community Business Enterprise (CBE) Program (Minority, Women, Disadvantaged and Disabled Veterans Business Enterprises)
- 1.10 EXHIBIT J - Certification of Compliance with Los Angeles County Lobbyist Ordinance (County Code Chapter 2.160)
- 1.11 EXHIBIT K - County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- 1.12 EXHIBIT L - Chapter 2.203 Contractor Employee Jury Service
- 1.13 EXHIBIT M - Notice 1015, Internal Revenue Service
- 1.14 EXHIBIT N - Safely Surrendered Baby Law
- 1.15 EXHIBIT O - Contractor's Obligations Under HIPAA

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 – Change Notices and Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Acceptable Quality Level (AQL)**- A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Exhibit C and D. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometime happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.

- 2.2** Administrative Assistant – A COUNTY employee working with the Project Monitor, will be the referring agent for minors participating in Operation READ who are released from the camps or halls and returning to the community and will assist with monitoring the program.
- 2.3** Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 2.4** Contract Start Date - The date the CONTRACTOR begins work (start of basic contract period) in accordance with the terms of the contract.
- 2.5** CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 2.6** COUNTY'S Project Manager – The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 2.7** Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this Contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event that COUNTY commences legal proceedings for the enforcement of this contract or recovery of the premises used herein, the CONTRACTOR agrees to pay any sum which may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 2.8** Literacy Tutoring Centers – The contracted site that is within, adjacent to, and/or currently serving one (1) of the five (5) targeted areas and that are responsible for receiving referrals for the Program and providing the tutoring services to the eligible minor.
- 2.9** Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract, which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR. (Refer to Exhibits C and D)
- 2.10** Program Monitor - A COUNTY employee who acts as liaison between the CONTRACTOR and the Probation Department. This person will keep the records for the tutors' hours, tutors' training, minors' hours and minors' progress, receive reports and assist in the assessment of minors.
- 2.11** Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 2.12** Quality Control Program – All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements.

- 2.13** Targeted Areas - Sites/locations determined to have large numbers of the Probation Department's youth. There is one (1) targeted area for each of the five (5) Supervisorial Districts.

### **3.0 PERFORMANCE WORK STATEMENT**

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.
- 3.3** CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this contract to its implementation.

### **4.0 PERIOD OF PERFORMANCE**

- 4.1** The term of this Contract shall commence following Board approval through June 30, 2005.
- 4.2** The term of the contract may also be extended on a month-to-month basis, not to exceed six (6) months, upon agreement between the COUNTY and CONTRACTOR. The extension shall be exercised at the sole discretion of the COUNTY.
- 4.3** CONTRACTOR shall notify Probation when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation at the address provided in Section 8.33.

### **5.0 CONTRACT SUM**

- 5.1** The contract maximum for the LTC site in the 5<sup>th</sup> Supervisorial District is as follows:

One LTC site\$131,400

Where applicable, CONTRACTOR shall make every effort to use other available and appropriate funding resource to enhance the Operation READ Program.

- 5.2** The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or



obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

- 5.3** CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation at the address provided in Section 8.33.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this CONTRACT shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

**5.5.1** The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B – Budget, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

**5.5.2** The CONTRACTOR'S invoices shall be priced in accordance with the Budget and the following example:

LTC site shall be compensated based on a modified Fee-for-Service basis. An hourly compensation of \$15.00 for each hour of paid literacy instructions provided to an eligible minor as established for each LTC site.

An example of such funding for an LTC site serving two hundred ten (210) minors for approximately forty (40) hours each would be:

210 minors

<u>x40</u>	hours
8,400	total hours of instruction
<u>x \$15</u>	reimbursement per hour
\$126,000	amount reimbursable

In addition, LTC site(s) may receive up to five thousand and four hundred dollars (\$5,400) cost reimbursement for the purchase of supplies and related services (e.g., bus passes, tokens, etc.) to be used in connection with this Contract. This sum may also be utilized for tutoring as specified above.

**5.5.3** The CONTRACTOR'S invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.5.4** The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.

**5.5.5** All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles Probation Department  
 Juanita Stanley, Project Manager  
 9150 E. Imperial Hwy, P94  
 Downey, California 90242

**5.5.6 County Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown in Section 8.33.

#### **6.1 COUNTY'S Project Director**

Responsibilities of the COUNTY'S Project Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

## **6.2 COUNTY'S Project Manager**

The responsibilities of the County's Project Manager Include:

- Meeting with contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## **6.3 COUNTY'S Contract Project Monitor**

The COUNTY'S Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the COUNTY'S Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

7.1.1 CONTRACTOR'S Project Manager is designated in Section 8.33. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Manager.

7.1.2 CONTRACTOR'S Project Manager shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Project Manager and Project Monitor on a regular basis.

### **7.2 Approval of CONTRACTOR'S STAFF**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Manager.

### **7.3 CONTRACTOR'S Staff Identification**

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications.

Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staffs COUNTY photo identification badge at the time of removal from working on the Contract.

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.7. At the request of COUNTY, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

7.4.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

7.4.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

7.4.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

7.4.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.

7.4.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction

record or any pending criminal trial to the Probation Department.

- 7.4.6 The CONTRACTOR shall submit the names of employees to the COUNTY Project Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 7.4.7 Because COUNTY is charged by the State for checking the criminal records of CONTRCATOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

## **7.5 CONFIDENTIALITY**

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", **Exhibit F**.

### **7.5.2 Confidentiality of Juvenile Records**

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.5.3 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to **Exhibit E**) regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to COUNTY Project Manager within five (5) business days of start of employment.

- 7.5.4 Violations: CONTRACTOR agrees to inform all of its employees, agents,

subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, either in whole or in part, without the prior written consent of the Chief Probation Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the COUNTYy approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express written approval, may result in the termination of this Contract.

### **8.2 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

### **8.3 BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts, any fiscal year, a County Budget which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2004-2005 and any subsequent services provided by CONTRACTOR under this contract. The COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the contract.

### **8.4 CHANGE NOTICES AND AMENDMENTS**

The COUNTY reserves the right to change any portion of the work required under this

contract, or amend such other items and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

## **8.5 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within thirty (30) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

- 8.5.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.2 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the Investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complaint.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and directives, and all provisions required thereby to be included herein in this Contract are hereby incorporated by this reference.

8.6.2 The CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations and ordinances.

### **8.6.3 REGULATIONS**

CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

8.6.4 Illegal Acts: CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. CONTRACTOR further agrees to comply with the provisions of the Hatch Act which limits political activity of employees and further, shall comply with Section 675e of Subtitle B of Title VI of Public Law, 97-35, as amended, which prohibits participation in political activities. In addition, CONTRACTOR agrees to comply with, where applicable, Public Law 101-121 (31 U.S.C. Section 1352) which prohibits influence of Federal financial transactions.

8.6.5 Safety Act: CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age,



condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract. The CONTRACTOR shall comply with Exhibit G – CONTRACTOR'S EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code Exhibit H and incorporated by reference into and made a part of the contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) CONTRACTOR shall have an adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The

provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commenced, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
- 8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT**

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract, Contractor shall give consideration for any employment openings to participants in the COUNTY'S Department of Public Social Services, Greater Avenues for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

**8.12.2 Chapter 2.202 of the COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the County.

**8.12.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.12.4 Contractor Hearing Board**

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to notify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.12.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

### **8.13 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (DCFS) will supply the CONTRACTOR with the poster to be used. CONTRACTOR should call (213) 351-5886 to request a poster.

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.14.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under the contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this contract or impose other penalties as specified in this contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but no event later than thirty (30) days after the occurrence.

8.16.2 If CONTRACTOR fails to make timely repairs CONTRACTOR shall repay COUNTY by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY

and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended, and shall not be construed, to create a relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this contract are, for purposes of Workers' Compensation liability, solely liable and responsible for furnishing any and all Worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.21.4 As previously instructed in Sub-paragraph 7.5 – Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.22 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and

against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

8.23.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **County of Los Angeles Probation Department, 9150 East Imperial Highway, Downey, California 90242, Attention: Karen Reed, Contract Analyst, Contracts Management Division, Room C-29**, prior to commencing services under this contract. Such certificates or other evidence shall:

8.23.1.1 Specifically identify this contract.

8.23.1.2 Clearly evidence all coverages required in this contract.

8.23.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

8.23.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this contract;

8.23.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.



**8.23.2      Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

**8.23.3      Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. The COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

**8.23.4      Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

- Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.

**8.23.5      Compensation for County Costs:**

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

**8.23.6      Insurance Coverage Requirements for Subcontractor**

The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following

8.24.1.1.	General Aggregate:	\$2,000,000
8.24.1.2.	Products/Completed Operations Aggregate:	\$1,000,000
8.24.1.3	Personal and Advertising Injury:	\$1,000,000
8.24.1.4	Each Occurrence:	\$1,000,000

**8.24.2 Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**8.24.3 Workers Compensation and Employers’ Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker’s Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employer’s Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease – policy limit:	\$1,000,000
Disease – each employee:	\$1,000,000

## **8.25 LIQUIDATED DAMAGES**

8.25.1 If, in the judgment of the Department Head, the CONTRACTOR is deemed to be non-compliant with the terms and obligations

assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the CONTRACTOR over a certain time span, the Department Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or;
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibits C and D, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR, and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

- 8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this CONTRACT provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this CONTRACT as agreed to herein.

**8.26 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to the COUNTY.

**8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because, of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit G – Contractor's EEO Certification.
- 8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1)

day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager and/or COUNTY Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager or COUNTY Project Director is not able to resolve the dispute, the COUNTY, or designee shall resolve it.

**8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Refer to Exhibit N).

**8.32 NOTICE OF EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit O of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.33 NOTICES**

All notices or demands required or permitted to be given or made under the terms of this contract shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The COUNTY shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract. The notices and envelopes containing the same to COUNTY shall be addressed to:

**Chief Probation Officer  
Probation Department**

**9150 E. Imperial Highway  
Downey, CA 90242**

Written notice shall be sent by mail to CONTRACTOR'S Project Manager addressed as follows:

Asian Youth Center  
Alice Chin, Program Manager  
100 West Clary Avenue  
San Gabriel, CA 91776-1374

**8.34      PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.35      PUBLIC RECORDS ACT**

8.35.1      Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.37 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to any Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2      In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the

COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.36      PUBLICITY**

8.36.1      The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this CONTRACT within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2      The CONTRACTOR may, without the prior written consent of COUNTY; indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

## **8.37      RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is



located outside Los Angeles County, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal and State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

### **8.38      RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY'S landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

### **8.39      SUBCONTRACTING**

- 8.39.1 Requirements of this contract may not subcontracted by the CONTRACTOR without the advance written **approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed material breach of this contract.
- 8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following promptly at the COUNTY'S request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the COUNTY.
- 8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.39.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.39.6 The COUNTY'S Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each

approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

County of Los Angeles Probation Department  
9150 E. Imperial Hwy, Room C-29  
Downey, CA 90242  
Attention: Karen Reed, Contract Analyst

before any subcontractor employee may perform any work hereunder.

**8.40      TERMINATION FOR BREACH      OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Sub-paragraph 8.42 - "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

**8.41      TERMINATION FOR CONVENIENCE**

- 8.41.1      This contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY, to be in its best interest. Termination of work shall be effected by notice to termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2      After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
- Stop services under this contract on the date and to the extent specified in such notice.

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

## **8.42 TERMINATION FOR DEFAULT**

8.42.1 The COUNTY may, by written notice of the CONTRACTOR, terminate the whole or any part of this contract in this contract, in the judgment of COUNTY'S Project Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, or of any demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event COUNTY terminates this contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those terminated. The CONTRACTOR shall be liable to COUNTY for any excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such cases may include, but are not limited to: acts of God or of the public enemy, acts of the

COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 – Termination for Convenience.

8.42.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (%) of the applicable year's Contract Sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the

CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 – Indemnification.

8.42.6 The rights and remedies not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

The COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-8861.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The COUNTY may terminate this contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code; or
- The filing of a voluntary or involuntary petition to regarding the CONTRACTOR under the Federal Bankruptcy Code; or
- The appointment of a Receiver or Trustee for CONTRACTOR; or
- The execution by CONTRACTOR of general assignment for the benefit of creditors.

8.44.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

**8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

**8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. The COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

**8.47 VALIDITY**

If any provision of this CONTRACTOR or the application thereof to any person or circumstance is held invalid, the reminder of this contract and the application of such provision or circumstances shall not be affected thereby.

**8.48 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract, shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be and are in addition to any other rights and remedies provided by law or under this Contract.

**8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide

established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

- 8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **8.50 NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit P, CONTRACTOR'S Obligations Under HIPAA.

### **9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.2.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated and created through CONTRACTOR'S work pursuant to this Contract. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to CONTRACTOR'S work under this Contract.



- 9.2.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by CONTRACTOR outside the scope of this Contract, which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of CONTRACTOR.
- 9.2.5 Notwithstanding any other provision of this Contract, COUNTY will not be obligated to CONTRACTOR in any way under Sub-paragraph 9.3.4 for any of CONTRACTOR'S proprietary and/or confidential items are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which COUNTY is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

### **9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

- 9.3.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR'S work under this Contract. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR'S defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is

formally restrained, enjoined, or subjected to a risk of damages, CONTRACTOR, or its sole expense, and providing that COUNTY’S continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has executed

these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens  
Executive Officer-Clerk of the  
Board of Supervisors

BY \_\_\_\_\_  
Deputy

CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
Chief Deputy County Counsel

By \_\_\_\_\_  
Gordon W. Trask  
Principal Deputy

EXHIBIT A. STATEMENT OF WORK

1.0 GENERAL

This is a contract with the Asian Youth Center, to provide a Literacy Tutoring Center (LTC) along with related services to minors ages ten (10) to seventeen and one-half (17.5) years' at-risk youth, or who serve at-risk youth who are home on probation, and any of whom reside within the 5<sup>th</sup> Supervisorial District and will be responsible for developing a comprehensive plan to provide and coordinate at a minimum the following services: an LTC where the minor will be tutored one-on-one or in a group of up to ten (10) children for a minimum of five (5) hours per week up to forty (40) hours per child; and provide "Daily Required Services" and any other such services; and accommodate at least ten (10) minors at one time, Monday through Friday after school, or on the weekends. CONTRACTOR will serve approximately two hundred ten (210) eligible minors for the contract term who meet the eligibility requirements to participate in the Operation READ Program. The CONTRACTOR will provide a referral process for other service needs which are provided by outside service agencies. The services provided must include, but are not limited to:

#### 1.1 Scope of Work

- 1.1.1 CONTRACTOR will hire paid tutors, who meet the minimum qualifications, must be eighteen (18) years or older, with a high school diploma or General Equivalency Diploma (GED), and have received training in literacy tutoring (either COUNTY sponsored or COUNTY approved).
- 1.1.2 CONTRACTOR shall maintain accurate records regarding the minor's attendance, participation, and academic achievement. These reports will be collected weekly by the COUNTY Project Monitor.
- 1.1.3 CONTRACTOR shall establish a process that will ensure timely submission of each minor's service plan and that will document all related activities and services provided.
- 1.1.4 CONTRACTOR shall provide each minor with tutoring on a one-on-one basis or in a group of up to ten(10) minors for a minimum of five (5) hours per week, up to eighty (80) hours per minor. There are a total of approximately eight thousand four hundred (8,400) tutoring hours for all minors served reimbursable per CONTRACTOR.
- 1.1.5 CONTRACTOR shall conduct an initial assessment to determine reading grade level for those minors without available academic records. For every forty (40) hours of tutoring, the CONTRACTOR will also re-test the minor. The CONTRACTOR'S assessment instrument is to be either COUNTY provided or COUNTY approved.
- 1.1.6 CONTRACTOR shall provide by the tenth (10<sup>th</sup>) working day of the month a narrative report to the COUNTY Project Monitor that describes the activities at the LTC. Those activities would include, but

not be limited to, number of eligible minors and tutors involved in daily activities at the center, the number of referrals for other types of services being provided at the center or in collaboration with other entities. The narrative report shall also include any special incidents, issues to be addressed, noteworthy accomplishments, and any other information that describes the functions of these centers during that month.

## **2.0 SPECIFIC TASKS/PERFORMANCE OBJECTIVES**

To meet the stated outcome goals and objectives, CONTRACTOR shall budget for, and provide at a minimum, the following services:

- The Literacy Tutoring Center (LTC) site;
- The following required daily services: tutoring, homework and literacy assistance at the LTC as well as at designated schools, housing authorities, and parks with an assigned DPO.

Commencing following Board approval, services to be provided shall include, but are not limited to the following:

### **2.1 Center Requirements:**

- 2.1.1 The Literacy Tutoring Center must be located within, adjacent to, and/or currently serving the following targeted area.

County of Los Angeles 5<sup>th</sup> Supervisorial District

The physical location of the LTC must accommodate at least ten (10) minors at one time, Monday through Friday after school 3:00 p.m. to 7:00 p.m. or on the weekends for at least three (3) hours consecutively for “Daily Required Services” that will be sufficient to provide each minor with a minimum of five (5) hours per week of literacy tutoring.

### **2.2 Eligibility Requirements for Services**

Minors referred to the Operation READ Literacy Tutoring Centers are screened for eligibility by the Probation Department for minors who are considered at-risk. Eligibility requires that the minor be:

- Reading at least two (2) grade levels below the standard for their age;
- At-risk youth between the ages of ten (10) and seventeen and one half (17.5) years, and
- Priority will be given to older youth who are functioning below fourth (4<sup>th</sup>) grade level.

#### **2.2.1 Daily Required Services**

Minors assigned to the LTC will be required to participate in the following tutoring and literacy services provided by the CONTRACTOR. In order to begin the program, the minor must meet the minimum eligibility requirements. At a minimum, the minor will always need to report to the LTC for one (1) hour per day of “Daily Required Services” on their assigned days, unless otherwise stipulated by the case plan.

#### 2.2.2 Tutoring and Literacy Assistance

Services in this area include educational activities to enhance the participants’ ability to succeed academically and to remain in school. Each tutor shall have no more than five (5) minors at a time. Tutors may be assigned to LTC school sites, parks or housing authority sites having DPO supervision. Incentives may be given for grade point improvement and/or other benchmarks of academic success.

Tutoring shall be provided as follows:

- A minimum of one (1) hour per day, or;
- A minimum of five (5) sessions per week, or sufficient to give five (5) hours of instruction per minor;
- CONTRACTOR will maintain sign-in sheets or the equivalent and provide attendance information to the COUNTY Project Monitor;
- English as a second language instruction assistance shall be available when necessary.

#### 2.2.3 Outcome Performance Measure

A minimum sixty percent (60%) of youth receiving services under this contract shall improve one reading grade level equivalent or more.

### 2.3 OTHER SERVICE NEEDS

It is highly desired, but not required, that the CONTRACTOR at a minimum develop a referral process for some of the identified “Other Service Needs.” The CONTRACTOR may develop a comprehensive plan for the delivery of the “Other Service Needs” by using other agencies, in collaboration with other entities, or by the CONTRACTOR. Any identified “Other Service Needs” must be funded by the CONTRACTOR or by another source of funding. Outside or collaborating entities may consist of private, non-profit, or local governmental agencies. “Other Service Needs” may include, but are not limited to, the following:

#### 2.3.1 Parents’ Reading Skills Development

Services to those parents that are interested in understanding how to read to their child. This may include tutoring the parents' or guardian of the minor.

#### 2.3.2 Education/HIV Prevention Training

Services that help the minor make informed choices regarding sexual activity and learn to take responsibility for their behavior.

#### 2.3.3 Drug and Alcohol Education and Counseling

Services designated to educate and counsel minors as to the consequences of substance abuse and prevent the minor from becoming a substance abuser.

#### 2.3.4 Life Skills Training

Services that help the minor develop the ability to be a self-reliant and self-sufficient adult, focusing on the consequences of inappropriate behavior to foster decision-making responsibilities.

#### 2.3.5 Prevocational/Vocational Training

Services that help the minor to prepare for eventual employment and self-reliance, focusing on giving the minor the tools to make effective choices as to a job-training program, along with the development of a basic knowledge of careers and the job market.

#### 2.3.6 Computer Literacy

CONTRACTOR is encouraged to provide computer resources that will enable the minors to acquire basic computer and software skills.

#### 2.3.7 Homework Assistance

CONTRACTOR may provide homework assistance as a daily after school activity while the minor's school is in session (semester or year around format.)

#### 2.3.8 Transportation Services

CONTRACTOR will coordinate and provide transportation services to minors for off-site special events/activities.

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EXHIBIT B

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**EXHIBIT C**  
**PERFORMANCE REQUIREMENTS SUMMARY**

This attachment lists required services which will be monitored by the COUNTY during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard which can occur before damages can be assessed, and the monetary damages for exceeding the maximum deviation.

### Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR' performance. The methods of surveillance which may be used include, but are not limited to, the following:

Random and/or Judgmental Sampling

Random and/or One hundred percent inspection

User complaints

### Criteria for Determination of Payment

CONTRACTOR shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR within 30 days upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section.

If performance of a service is unacceptable as determined by COUNTY, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of the contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make reasonable efforts to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contact Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing and explain the unacceptable performance, as well as how recurrences of the problem will be prevented. COUNTY will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

Instances of unacceptable performance may come to the attention of Probation personnel through complaints made by the judiciary, court referrals and other sources. The complaints will be brought to the attention of the CONTRACTOR. Complaints may result in a formal examination of the CONTRACTOR'S performance.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart. For services which require up to a specific maximum deduction per occurrence, the unacceptable instances that exceed the AQL is multiplied by the amount determined by Probation, which is not to exceed the maximum per occurrence on the PRS chart. For services, which require up to a specific maximum deduction per day until rectified, the days of unacceptable performance is multiplied by the amount determined by Probation which is not to exceed the maximum per day on the PRS Chart.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed.

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**PERFORMANCE REQUIREMENT  
SUMMARY CHART  
OPERATION READ  
EXHIBIT D**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<p><b><u>SCOPE OF WORK:</u></b> Contractors will develop a service plan which address the "Daily Required Services: and "Other Service Needs." 1) Contractor will hire tutors or who meet the minimum requirements and have received tutor training before they commence hiring. 2) Contractor will maintain accurate records and report weekly attendance, participation and academic achievement to Project Monitor. 3) Contractor will process timely submission of minor's service plan. 4) Contractor will provide one-on-one or in a group of up to five tutoring for a minimum of five (5) hrs. per week, up to eighty (80) hrs. per minor at TLC or site designated by Probation. 5) Contractor will provide a narrative report by the tenth working day of the month. Exhibit A, 1.1</p>	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	<p>1) Random sampling 2) Info from contractor reports 3) User and client complaints</p>	Up to \$50 per occurrence

**PERFORMANCE REQUIREMENT  
SUMMARY CHART  
OPERATION READ  
EXHIBIT D**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<p><b>Site Requirements:</b> Operation READ – Literacy Tutoring Centers (LTC) must be located within targeted area (5<sup>th</sup> Supervisorial District) Exhibit A, 2.1</p> <p>Site requirements include: 1) Physical location will need to accommodate at least ten (10) minors for sufficient time to provide five (5) hours of after-school tutoring per minor Exhibit A, 2.1.</p> <p>2) All daily required services at LTC site. Exhibit A, 2.2.1 &amp; 2.2.2</p>	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 per occurrence
<p><b>Daily Services:</b> Tutoring &amp; Literacy Assistance to include: 1) minimum of one (1) hour per session. 2) minimum of five (5) sessions per week or enough to give each minor five (5) hours per week. Maintain sign-in-sheets and provide attendance information to Project Monitor. Exhibit A, 2.2.2</p>	Written records for ensuring compliance by agencies.	Record investigation of agency to ensure compliance.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 occurrence

**PERFORMANCE REQUIREMENT  
SUMMARY CHART  
OPERATION READ  
EXHIBIT D**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<b><u>Quality Control Plan:</u></b>	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1)100% Inspection Random Sample 2) User and client complaints	Up to \$100 occurrence
None of CONTRACTOR'S personnel shall have a criminal conviction record or pending criminal trial unless such info has been fully disclosed and employment of the employee for this program is approved (in writing) by Probation Dept. Section 7.4	Quality Control Plan & Records of its implementation.	Adhere to County requirements.	0%	100% Random sampling	Up to \$50 occurrence
Fingerprint CONTRACTOR'S current employees and prospective staff prior to employment. Submit names of employees to Contract Mgr. Within five (5) business days of date of hire. Section 7.4	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall reimburse COUNTY for record check. Section 7.4	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall be in compliance with the Standard Terms and Conditions. Section 8.0	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence

**EXHIBIT E/FORM 1**

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

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**(Signature)**

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**Name (Print)**

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**Classification**

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**Date**

**Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. . (All staff assigned/working under the contract must complete a CORI form. Please forward a copy to: Contracts & Grants Management Division, 9150 E. Imperial Hwy., Rm C-29, Downey, CA 90242)**

## **EXHIBIT F/FORM 2**

### **CONTRACT FOR**

### **PROGRAM/SERVICES**

### **CONTRACTOR EMPLOYEE**

### **ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

#### **GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, and Confidentiality Agreement.

#### **EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

#### **CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_



Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.**

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to County of Los Angeles County Workers' Compensation Division within five (5) business days and to Probation. Send copies to:

Los Angeles County Department of Human Resources  
Workers' Compensation Division, Claims Section  
3333 Wilshire Boulevard  
Los Angeles, California 90010.

County of Los Angeles Probation Dept.  
Contracts & Grants Management Div.  
9150 E. Imperial Hwy., Room C-29  
Downey, CA 90242  
ATTN: Karen Reed, Contract Analyst

**EXHIBIT G/FORM 3**

## CONTRACTOR'S EEO CERTIFICATION

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Contractor's Name

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Address

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Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with Chapter 4.32.010, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFICE CERTIFICATION

- |    |  |     |    |
|----|--|-----|----|
| 1. | The contractor has a written policy statement prohibiting discrimination in all phases of employment.  | Yes | No |
| 2. | The contractor periodically conducts a self-analysis or utilization analysis of its work force.  | Yes | No |
| 3. | The contractor has system for determining if its employment practices are discriminatory against protected groups.   | Yes | No |
| 4. | Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

**EXHIBIT H/FORM 4**

**COMPLIANCE WITH ADMINISTRATIVE CODE  
SECTION 2.180.010**

The Los Angeles County Administrative Code Section 2.180.010 "Contracts Prohibited" sets forth the following:

**SECTION 2.180.010 CONTRACTS PROHIBITED.**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract of its service specification; and
- (d) Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above.

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Name and Title of Signer

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Signature

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Date

**EXHIBIT I/FORM 5**

**COUNTY OF LOS ANGELES  
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM  
(MINORITY, WOMEN, DISADVANTAGED AND DISABLED  
VETERANS BUSINESS ENTERPRISES)**

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefit for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification or any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulent obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

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Applicant Signature

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Title

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Name of Firm

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Date

**EXHIBIT J/FORM 6**

**CERTIFICATION OF COMPLIANCE WITH  
LOS ANGELES COUNTY LOBBYIST ORDINANCE  
(COUNTY CODE CHAPTER 2.160)**

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (bidder) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (bidder), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the CONTRACTOR.

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Date\_\_\_\_\_

Name of Firm\_\_\_\_\_

Title of Signer\_\_\_\_\_

Typed Name of CONTRACTOR\_\_\_\_\_

Signature of CONTRACTOR\_\_\_\_\_

## EXHIBIT K/FORM 7

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

#### Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

#### Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific

manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

#### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice



of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business

dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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**EXHIBIT M**

**Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**

**2.202.010 Findings and Declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the

ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

### **2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

### **2.202.030 Determination of Contractor Non-Responsibility**

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

### **2.202.040 Debarment of Contractors**

- A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by

the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability**

**If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)**

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**EXHIBIT M**

**LISTING OF CONTRACTORS DEBARRED  
IN LOS ANGELES COUNTY**

**Vendor Name:** Shobie Enterprises DBA Seahawk Construction  
Principal Owners: Shamir Ahmad Qazi  
Debarment Start Date: April 30, 2002      Debarment End Date: April 30, 2005

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**Vendor Name:** Automation Data Solutions  
Principal Owners: Renee Setero  
Debarment Start Date: March 4, 2003      Debarment End Date: March 3, 2006

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**Vendor Name:** 2X, Inc. a.k.a. LA Internet, Inc.,  
2X Access  
Internet Business International  
(Referred to collectively as "LA Internet")  
Principal Owners: Ken Reda  
Albert Reda  
Louis Cherry  
Debarment Start Date: September 9, 2003      Debarment End Date: September 8, 2006

**EXHIBIT N**  
**Internal Revenue Service**  
**Notice 1015**

(Rev. October 2001)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

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What is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

#### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

*Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.*

#### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

#### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 20021 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

#### **How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

**Notice 1015**  
**(Rev. 10-2001)**

## **EXHIBIT O**



### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

## **AGREEMENT CONTRACTOR'S OBLIGATIONS UNDER HIPAA**

ACCOUNTABILITY ACT OF 1996 (HIPAA) - Under this Contract, the CONTRACTOR (also Business Associate) provides services to COUNTY (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations").

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate.

**1.0 Definitions:** For purposes of this section, the following definitions apply:

- 1.1 "Disclose and Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside the Business Associate's Health Information outside the Business Associate's internal operations or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with C.F.R. §164.502 (g).
- 1.3 "Protected Health Information" has the same meaning as the "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information included information that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information shall be used to identify the individual); and (iii) is received by the Business Associate from or on behalf of the Covered Entity, or is created by the Business Associate, or is made accessible to the Business Associate by the Covered Entity.
- 1.4 "Required By Law" means a mandate contained in law that compels and entity to make a Use of Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any information; a civil or and authorized investigative demand; medical conditions of participation with respect to health care providers participating in the program;

and statutes or regulations that require the production of information, including statutes or regulations that require such information of payment is sought under government program providing benefits.

- 1.5 “Services” has the same meaning as in the body of this Contract.
- 1.6 “Use or Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within the Business Associate’s Internal operations.
- 1.7 Terms used, but not otherwise defined, in this section shall have the same meaning as those terms in the Privacy Regulations.

## 2.0 **Obligations of Business Associate:**

### 2.1 Permitted Uses and Disclosures of Health Information:

- 2.1.1 Shall use and disclose Protected Health Information as necessary to perform the services of this contract.
- 2.1.2 Shall disclose Protected Health Information to the COUNTY upon request;
- 2.1.3 May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities;
  - 2.1.3.1 Use Protected Health Information; and
  - 2.1.3.2 Disclose Protected Health Information if the disclosure is required by law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

### 2.2 Adequate Safeguards for Protected Health Information:

The Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than as permitted by this section. Business Associate agrees to limit the use and disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

### 2.3 Reporting Non-Permitted Use of Disclosure:

The Business Associate shall report the Covered Entity each use or disclosure that is made by the Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by

this Contract. The initial report shall be made by telephone call to the Department of Health Services Privacy Officer at 1-800-711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted use or disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted use or disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 493  
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect:

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this section.

2.5 Availability of Internal Practices, Books and Records to Government Agencies:

The Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining the Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information:

The Business Associate shall, to the extent the Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.502, make the Protected Health Information specified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of the Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt from Covered Entity.

2.6.1 Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated

record set” as defined by 45 C.F.R. § 164.502, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

#### 2.6.2 Accounting of Disclosure:

Upon the Covered Entity's request, the Business Associate shall provide to the Covered Entity an accounting of each Disclosure of Protected Health Information made by the Business Associate or its employees, agents, representatives or subcontractors. Any accounting provided by Business Associate under this Section shall include: (1) the date of the Disclosure; (b) the name, address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section, the Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section to permit Covered Entity to respond to a request by an individual for an accounting of disclosure of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 2.7 **Obligation of Covered Entity:** Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the services, and Business Associate shall thereafter restrict or limit own uses and disclosures accordingly.

#### 2.8 **Term and Termination**

- 2.8.1 Term: The term of this Section shall be the same as the term of this Contract, the Business Associate's obligations under Section 50.2.1 (as modified by Section 50.2.2), 50.2.3, 50.2.4, 50.2.5, 50.2.6, 50.2.7, 50.2.8, 50.4.3 and 50.4.2 shall survive the termination or expiration of this Contract.

- 2.8.2 Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Contract, upon Covered Entity's

knowledge of a material breach by the Business Associate, the Covered Entity shall either

- A. Provide and opportunity for the Business Associate to cure the breach or end the violation and terminate this Contract if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- B. Immediately terminate this Contract if the Business Associate has breached a material term of this Contract and a cure is not possible; or
- C. If neither termination nor cures are feasible, the Covered Entity shall report the violation to the Secretary of the Federal Department of Health and Human Services.

## **2.9 Miscellaneous:**

2.9.1 No Third Part Beneficiaries: Nothing in this Section shall confer upon a person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

2.9.2 Use of Subcontractors and Agents: The Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from the Business Associate, or create Protected Health Information for the Business Associate, on behalf of the Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Section.

2.9.3 Relationship to Services Agreement Provisions:  
In the event that a provision of this Section is contrary to another provision of this Contract, the provisions of this Section shall control. Otherwise, this Section shall be construed under, and in accordance with, the terms of this Contract.

2.9.4 Regulatory References:  
A reference in this Section to a section in the Privacy Regulations means the section as in effect or as amended.

2.9.4.1 Interpretation:  
Any ambiguity in this Section shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Regulations.

2.9.4.2 Amendment:  
The parties agree to take such action as is necessary to amend this Section from time to time as is necessary

for the Covered Entity to comply with the requirements of the Privacy Regulation.

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